

THE PACIFIC
Commercial Advertiser
IS PUBLISHED
EVERY SATURDAY MORNING.

Town and Island Subscriptions, when paid
in Advance, \$5.00 a Year; \$2.50 for Six
Months.
Foreign Subscriptions, \$5.00 to \$8.00 a
Year, including postage.

Business Cards.

WM. G. IRWIN & Co.,
Sugar Factors and Commission Agents,
HONOLULU, H. I.

BROGUE & SPEAR,
MANUFACTURING AND IMPORTING
JEWELERS,
157 FORT ST., HONOLULU.

WILLIAM JOHNSON,
Merchant Tailor,
In Front of Store temporarily occupied by A. W. Rickard,
No. 10, Fort Street.

C. C. COLEMAN,
BLACKSMITH AND MACHINIST.
Hose Shoeing,
Carriage Work, &c.
No. 1 Shop on King street, next to Castle & Cooke.

THOMAS SORENSON,
Ship Carpenter, Spar Maker, and Caulker,
No. 9 Queen Street, below Honolulu
Iron Works.

Spars, Oak Plank of all sizes, Ship Knees, Oakum, Felt,
Copper Bolls, and Shrouding Metal
constantly on hand.

FLAG POLES
Made to order, and placed in position.

JOSEPH E. WISEMAN,
REAL ESTATE BROKER AND EM-
PLOYMENT BUREAU, HONOLULU, H. I.
Brents, Rooms, Cottages, Houses, and other Real Estate
for sale or lease. Also, a full and complete list of
all the various branches of business
connected with the Islands.

JAMES M. MONSARRAT,
ATTORNEY AND COUNSELLOR AT
LAW, Special attention paid to the registration
of all deeds and mortgages.

NOTARY PUBLIC and
Commissioner of Deeds for the State of New York
and California.

OFFICE:—No. 25, Merchant St.
HONOLULU, H. I.

JNO. A. HASSINGER,
AGENT TO TAKE ACKNOWLEDG-
MENTS OF CONTRACTS FOR LABOR.

Interior Office, Honolulu.

M. McINERNEY,
IMPORTER AND DEALER IN CLOTH-
ING, Boots, Shoes, Hats, Caps, Jewelry, Perfumery,
Pocket Cutlery, and every description of Goods Superior
Furnishing Goods. 22, Market Street, Honolulu.

A. S. OLEGHORN & Co.,
IMPORTERS AND WHOLESALE AND
RETAIL DEALERS IN
General Merchandise,
Corner Queen and Kaahumanu Streets.

W. E. HERRICK,
Turning Establishment,
Bethel Street, - - - Honolulu, H. I.

M. PHILLIPS & Co.,
IMPORTERS AND WHOLESALE DEAL-
ERS IN CLOTHING, Boots, Shoes, Hats, Caps, Jewelry, and
Fancy Goods. (Jan 18) No. 11 Kaahumanu St., Honolulu.

H. E. McINTYRE & BROTHER,
GROCERY AND FEED STORE,
Corner of King and Fort Streets,
Honolulu, H. I.

STEAM CANDY
MANUFACTORY AND BAKERY,
F. HORN,
Practical Confectioner, Pastry Cook and Bak-
er. No. 75 Hotel Street, between Nuuanu and Fort.
Jan 18

JOHN RUSSELL,
Attorney at Law,
No. 42 MERCHANT STREET, NEAR FORT ST.
1829 12 dmy

EMPIRE HOUSE,
Choice Ales, Wines & Liquors,
CORNER NUUANU & HOTEL STS.

JAMES OLDS, Proprietor.

F. A. SHAEFER & CO.,
Importers & Commission Merchants
HONOLULU, H. I.

H. W. SEVERANCE,
HAWAIIAN CONSUL AND COMMISSION-
ER, 316 California Street, San Francisco,
California. 27 Room No. 4.

ESTABLISHED 1850.
J. W. ROBERTSON & CO.,
(Successors to H. M. Whitney.)

IMPORTING AND MANUFACTURING
Businesses, New Dealers, Publishers, and No. 4 Bldg.,
Nos. 19 and 21 Merchant Street, Honolulu, H. I.

HAWAIIAN INVESTMENT & AGENCY
COMPANY
(Limited.)

MONEY LOANED ON FIRST-CLASS
Securities, for long or short periods. Apply to
J. L. GREEN, Manager, 27th St. Room 4.
Office: Queen Street, over G. W. MACFARLANE & CO.

ANCHOR SALOON,
Captain E. M. Nordberg, Proprietor,
Corner King and Nuuanu Streets.

THE FINEST AND CHEAPEST HANDS OF LIQUORS,
Wines, Ales, Spirits and Cigars kept on hand. Give
call.

Always on hand a Large Stock of Rice, they being Agents
for the Islands.

WING WO TAI & CO.,
HAWAIIAN AND CHINA TEAS,
both High and Low Prices, according to quality. Best China
Mattings, plain and colored. Also, full assortment of Plants
on Supplies, all kinds.

Always on hand a Large Stock of Rice, they being Agents
for the Islands.

WING WO TAI & CO.,
HAWAIIAN AND CHINA TEAS,
both High and Low Prices, according to quality. Best China
Mattings, plain and colored. Also, full assortment of Plants
on Supplies, all kinds.

Always on hand a Large Stock of Rice, they being Agents
for the Islands.

WING WO TAI & CO.,
HAWAIIAN AND CHINA TEAS,
both High and Low Prices, according to quality. Best China
Mattings, plain and colored. Also, full assortment of Plants
on Supplies, all kinds.

Always on hand a Large Stock of Rice, they being Agents
for the Islands.

WING WO TAI & CO.,
HAWAIIAN AND CHINA TEAS,
both High and Low Prices, according to quality. Best China
Mattings, plain and colored. Also, full assortment of Plants
on Supplies, all kinds.

Always on hand a Large Stock of Rice, they being Agents
for the Islands.

WING WO TAI & CO.,
HAWAIIAN AND CHINA TEAS,
both High and Low Prices, according to quality. Best China
Mattings, plain and colored. Also, full assortment of Plants
on Supplies, all kinds.

Always on hand a Large Stock of Rice, they being Agents
for the Islands.

WING WO TAI & CO.,
HAWAIIAN AND CHINA TEAS,
both High and Low Prices, according to quality. Best China
Mattings, plain and colored. Also, full assortment of Plants
on Supplies, all kinds.

Always on hand a Large Stock of Rice, they being Agents
for the Islands.

WING WO TAI & CO.,
HAWAIIAN AND CHINA TEAS,
both High and Low Prices, according to quality. Best China
Mattings, plain and colored. Also, full assortment of Plants
on Supplies, all kinds.

Always on hand a Large Stock of Rice, they being Agents
for the Islands.

WING WO TAI & CO.,
HAWAIIAN AND CHINA TEAS,
both High and Low Prices, according to quality. Best China
Mattings, plain and colored. Also, full assortment of Plants
on Supplies, all kinds.

Always on hand a Large Stock of Rice, they being Agents
for the Islands.

WING WO TAI & CO.,
HAWAIIAN AND CHINA TEAS,
both High and Low Prices, according to quality. Best China
Mattings, plain and colored. Also, full assortment of Plants
on Supplies, all kinds.

Always on hand a Large Stock of Rice, they being Agents
for the Islands.

WING WO TAI & CO.,
HAWAIIAN AND CHINA TEAS,
both High and Low Prices, according to quality. Best China
Mattings, plain and colored. Also, full assortment of Plants
on Supplies, all kinds.

THE PACIFIC
Commercial Advertiser

VOL. XXVIII—NO. 31.

HONOLULU, HAWAIIAN ISLANDS, JANUARY 26, 1884.

WHOLE NO. 1431.

SUPREME COURT OF THE HAWAIIAN
ISLANDS—IN EQUITY.

Before the Chancellor.

Emma Kalelelanani and Ruth Keelikolani vs. W.
M. Gibson, et al., Commissioners of Crown
Lands.

Opinion of Chancellor Judd.

(1) The bill alleges in substance that His Majesty
Kamehameha IV died intestate, Nov. 30, 1883,
leaving as his sole heirs at law his widow, Queen
Emma, and his father M. Kekunaoa, who died in-
testate, leaving his son, Kamehameha V, and his
daughter, said Ruth Keelikolani, as his heirs, and
that Kamehameha V thereafter died intestate,
leaving the plaintiff, R. Keelikolani, as his heir at
law, and that by the statutes of this Kingdom the
plaintiffs are entitled, share and share alike, to the
private estate of Kamehameha IV.

(2) That Kamehameha IV was seized and pos-
sessed in his lifetime, in his private capacity in fee
simple, of all that parcel of land situated on Mer-
chant street, the defendant, W. M. Gibson, being
part of award of the Land Commission No. 10,806
to Kamehameha III, which said premises were de-
vised to Kamehameha IV by will of Kamehameha
III, duly admitted to probate.

(3) That His Majesty Kamehameha IV, by a re-
corded deed, conveyed to William Webster, his
confidential Secretary, the land above described, to
enable Mr. Webster to raise money upon mortgage
for the use of His Majesty and that the several
mortgages which were thus made have long since
been paid and discharged.

(4) That on 25th October, 1886, the then Com-
missioners of Crown Lands, procured Ruth Keeli-
kolani, the executor of the will of William Webster,
to execute an instrument declaring that said Web-
ster held the premises above described, together
with many other parcels of land, as trustee of Ka-
mehameha IV, in order to raise money upon mort-
gage of the same which had been paid, and con-
veying all the right, title and interest of the said
Webster, in the said premises, to the Commissioners
of Crown Lands.

That the Crown Land Commissioners thereupon
took possession of the premises and they and their
successors have ever since received and collected
the rents and profits of the same.

(5) That many of the other lands mentioned in
the last mentioned deed were a portion of the Royal
Domain and the said premises were included in the
said instrument by mistake and that so far as the
Commissioners have acquired any title to the pre-
mises by virtue of the said instrument, it was as
trustees for the heirs of Kamehameha IV.

That the Commissioners claim that the premises
comprised portions of the Royal Domain or Crown
Lands and that the heirs of Kamehameha IV have
no title therein, but that the contrary is the truth.

(6) That the plaintiffs are unacquainted with
business and have to depend on agents for the
management of their affairs, and that they have
but recently been informed that said premises were
part of the private estate of Kamehameha IV, but
on the contrary have been informed by the
Commissioners of Crown Lands that the said pre-
mises comprised a portion of the Royal Domain, and
that under the decision of the Supreme Court in
the matter of the estate of Kamehameha IV, they
were entitled to no portion thereof.

The bill prays that defendants may be decreed
to hold the premises, as said William Webster in
his lifetime, upon trust for the heirs of Ka-
mehameha IV, and that defendants be ordered to
convey all their right, title, and interest in and to
the said premises to the plaintiffs, and that they
defendants be ordered to account for the rents and
profits, etc.

The answer of the respondents admits the allega-
tions in the first paragraph, but denies the legal
conclusion that the plaintiffs are entitled, share
and share alike to the private estate of Kamehameha
IV.

As to the second paragraph, the respondents
deny that Kamehameha IV died seized in his
private capacity, of the premises in the complaint
described, but admit that he was seized of a part
of the land, describing the same by metes and
bounds, and the plaintiffs thereupon disclaim
title in so much of the premises described in their
complaint as was conveyed by Kamehameha IV to
the said William Webster.

Minister of the Interior, and it was conceded
that the portion disclaimed represents the differ-
ence between the land described in the complaint,
and that admitted by the answer.

The third paragraph of the bill is admitted, and
admits, fourth, except as to the extent of the
premises.

The fifth and sixth paragraphs are neither ad-
mitted nor denied, and the respondents say that
R. Keelikolani, on the 20th September, 1880, by
deed of that date for a valuable consideration paid
her by Clans Sprockels, conveyed and quit claim
to him all the lands therein mentioned, and a
copy of the deed is annexed to the answer. That
at the time of the execution and delivery of the
deed, the land, the subject of the suit, was com-
monly called, reported, and known to be a
Crown Land, and was derived by said Keeli-
kolani from her father and brother, as said
said. That by deed dated August 11th, 1882,
Clans Sprockels conveyed to the defendants as
such Commissioners all his estate in the said
premises. That the respondents claim to hold the
premises against both the plaintiffs by virtue
of an act of the Legislature of January 3rd, 1885,
entitled "An Act to relieve the Royal Domain
from encumbrance, and to make the same inalien-
able."

The complaint, Keelikolani, died on the 24th
May, 1883, and C. B. Bishop and R. W. Meyer,
executors of her will, make this suggestion in the
2th October, and ask that the suit be continued.

I will confine myself to a brief statement of the
conclusions reached by me in this case.

I. The land in question comprising the premises
formerly known as "Honolulu Hale," used as the
Government office for many years, is a part of
list of lands reserved by Kamehameha III for him-
self and his successors, but was awarded to him
by the Land Commission upon application and evi-
dence taken.

II. It was therefore the private land of Ka-
mehameha III, and was unaffected by the instrument
of reservation of March 8th, 1848, and the Act of
7th June, 1848, confirming the same, and came to
Kamehameha IV as private land.

III. On the death of Kamehameha IV, intestate,
land of this character would descend not to the
successor to the throne but to his heirs—his wife,
the Queen, who are now represented by the plaintiffs.

IV. But Kamehameha IV had in his life time
conveyed this land to William Webster by deed
dated 18th March, 1886, and Mr. Webster had
raised money for His Majesty by mortgage upon
this land. The mortgage presented shows it was
released upon payment of the amount secured by
the administrators of the estate of Kamehameha
IV.

V. On the 25th October, 1886, Mr. Webster being
then deceased, the executor of his will, R. Moffitt,
released the premises to the then Commissioners
of Crown Lands. This was ineffectual to convey

the legal title which W. Webster had, for this was
in his device. But the title outstanding in another
person is not in controversy before the Commis-
sioners of Crown Lands take nothing of the
executor's release.

VI. So far, then, the complainants are entitled
to relief as against the Crown Commissioners, who
are in possession under claim of title. But there
is urged in evidence of Keelikolani's claim, her
conveyance to Clans Sprockels, the interest con-
veyed being now held by respondents. Does this
deed include the premises in controversy? By it
Keelikolani conveys, for a valuable consideration,
to Clans Sprockels, all and singular, the several
lands reserved to His Majesty Kamehameha III, the
Third, or their heirs Majesties Kamehameha IV,
and Kamehameha V, my father the late M. Keku-
naoa or in any other name or right whatsoever."

The language above used is broad enough to cover
the land in question for it was commonly called,
known and reputed to be "Crown Land," and such
land Keelikolani conveys her rights in to Mr. Clans
Sprockels, whether entitled to them as heir of Ka-
mehameha III, IV, or V, or of Kekuanaoa. The evi-
dence is that all the lands which Kamehameha
had, whether in the Reserved List of 1848 or lands
which came to him in any other way were treated by
Webster as "Crown Lands," and that the premises
in dispute were taken possession of by Governor
Dominis as Crown Lands after the Act of 1861
passed and they have ever since been leased and
treated as such. Queen Emma herself says she did
not know it was not Crown Land until recently so
informed.

The general rule is clear as to construction of
deeds that the meaning and intention of the parties
themselves should be ascertained if possible from
the instrument and from the whole instrument.

2 Greenleaf's Cruise, p. 255, 259. Another important
rule of construction is that "where the parties to a
contract have used general words, and afterwards a
particular description is added, that shall restrain
the general words." 2 Greenleaf's Cruise, p. 243.

It is unnecessary whether the particular descrip-
tion follows or precedes the general words. "Where
there is a particular recital in a deed and general
words of release are afterwards inserted, the gen-
erality of the words shall be qualified by the
recital." 2 Greenleaf's Cruise, p. 304.

"General words shall be aptly restrained ac-
cording to the subject matter or person to which
they refer." Brown's Legal Maxims, p. 275.

Polkinghorne v. Taylor, 10 Q. B. 344. The land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears
the contracting parties proposed to contract, and
not to others which they never thought of.

1 Polk, 6th ed. p. 98.

The leading case is Moore vs. Magrath, Com-
p. R. 9, decided by Lord Mansfield in 1774. See
also Lyman vs. Clark, 9 Mass. 235. Willes vs.
Peris, 5 Johnson, 335, 345. The question in
every case is, what was intended to be conveyed?

But this land was not Crown Land in the sense
that it descended to the successors of the royal
domain. It was reserved land, and the land
may be in which an agreement is conceived, it only
comprises those things respecting which it appears